

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3741

JURY/COURT PRODUCT SUPPORT & ENHANCEMENT PROGRAM

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876

("CONDUENT")

and

("Customer")

THIS AGREEMENT is made between CONDUENT and Customer on the Commencement Date of _____.

CONDUENT and Customer have entered into a Software License and Services Agreement with an Effective Date of _____ (the "License Agreement") for the Licensed Software. Customer desires that CONDUENT provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in DIR Contract No. DIR-TSO-3741 and this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement set forth as Appendix X to DIR Contract No. DIR-TSO-3741 are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of DIR Contract No. DIR-TSO-3741 or this Agreement, the provision of DIR Contract No. DIR-TSO-3741 will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, CONDUENT will provide Customer with Maintenance for, Enhancements

of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of DIR Contract No. DIR-TSO-3741, the License Agreement and this Agreement. CONDUENT' obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than CONDUENT is limited to providing Customer with the Improvements that the applicable third party owner provides to CONDUENT for that Baseline Component System. In this regard, to the extent that an agreement authorizing CONDUENT to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then CONDUENT' obligation to provide Improvements to Customer for that Baseline Component System, and Customer's obligation to pay CONDUENT for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Customer must provide CONDUENT with such facilities, equipment and support as are reasonably necessary for CONDUENT to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Customer will pay CONDUENT: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by CONDUENT, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage provided for in Exhibit 1 the fee that Customer was obligated to pay to CONDUENT for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. All pricing shall be in accordance with Appendix C, Pricing Index, to DIR Contract No. DIR-TSO-3741. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the

Contract Year for that Baseline Component System. All Payments shall be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3741.

(b) Additional Costs. Customer will also reimburse CONDUENT for pre-approved travel expenses that CONDUENT incurs in providing Customer with Improvements under this Agreement, with reimbursement to be handled in accordance with Appendix A, Section 8D of DIR Contract No. DIR-TSO-3741.

(c) Taxes. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3741.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement shall have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date.

6. Disclaimer of Warranties. Customer agrees and understands that **CONDUENT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CONDUENT EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN CONDUENT, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. Termination shall be handled in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-TSO-3741.

8. LIMITATIONS OF LIABILITY SHALL BE IN ACCORDANCE WITH APPENDIX A,

SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3741.

9. Entire Agreement. DIR Contact No. DIR-TSO-3741 and this Agreement contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its

subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

CONDUENT

By: _____

(Printed Name of Signatory)

Title: _____

CUSTOMER

By: _____

(Printed Name of Signatory)

Title: _____

EXHIBIT 1

Customer:

PARTIAL YEAR PAYMENT/DUE DATE: _____
(Indicate "N/A if not applicable)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: _____

ANNUAL ESCALATION NOT TO EXCEED: % OF PRIOR FULL-YEAR ANNUAL PAYMENT UPON DIR APPROVAL. ALL PRICING SHALL BE IN ACCORDANCE WITH APPENDIX C OF DIR CONTRACT NO. DIR-TSO-3741.

Baseline Component System	Contract Year Begins/Ends	Expiration Date	First Annual Payment Amount
Total Baseline Component Fee			\$
TOTAL:			\$

CONDUENT

By: _____

(Printed Name and Title of Signatory)

CUSTOMER

By: _____

(Printed Name and Title of Signatory)